

MEDICAL PRIORITY DISPATCH SYSTEM™

PROQA - CLIENT LICENSE AGREEMENT

ORIGINAL



Client ("you"): City of Durham License Date: 01/19/03
License Number: P00000A082BM Initial License Fee: See Attached
MPDS Software Program: PROQA Version Number: 3.3
Number of Licensed EMD Stations: 17 (of which _____ are Active, and _____ are Supervisory)
Agency licensed to use this Software: Durham City Emergency Comm Medical Priority Consultants, Inc. ("MPC")
Located at: 505 W CHAPEL HILL STREET 139 E. South Temple, Ste. 500,
DURHAM, NC 27701 Salt Lake City, Utah 84111
Authorized Signature: Theodore L. Voorhees Authorized Signature: TUDY BENSON
Name (print): Theodore L. Voorhees Name (print): TUDY BENSON
Title: Assistant City Manager Title: OFFICE SUPPORT manager

1. EXECUTION. The persons signing above represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing, and that the Parties understand and agree to be bound by the terms and conditions of this Agreement.

2. SOFTWARE AND DOCUMENTATION. "Software" means the MPDS Software program and version identified above. "Documentation" means the Advanced MPDS ProQA User Manual and other documentation which is related to the Software and which is provided by MPC to you.

3. INITIAL LICENSE FEE. Upon execution of this Agreement you shall pay to MPC the Initial License Fee specified above.

4. LICENSED EMD STATIONS, LICENSE & TERM. "EMD Stations" are computers, terminals, nodes and workstations in Agency's possession and control that access or use the Software. The "Number of Licensed EMD Stations" is specified above. By this Agreement, MPC grants you a non-exclusive, nontransferable, limited license to use the Software on Licensed EMD Stations only (the "License"). The License is limited to your use of the Software by the Agency and to the Number of Licensed EMD Stations. Licensed use of the Software on Active and Supervisory/Standby Licensed EMD Stations is described in the section titled "Basic Service Plan, Registration, Updates and Support" listed below. The number of EMD Stations using or having access to the Software shall at no time exceed the Number of Licensed EMD Stations. In any event that the number of your Active and/or Supervisory/Standby Licensed EMD Stations intended to have access to and/or to use the Software is to be increased from the Number specified above, a written amendment to this Agreement will be required to authorize this, and additional license fees shall be paid by you to MPC, at MPC's then-current rates. The License permits you to use the Documentation, but only in connection with your licensed use of the Software. Rights not expressly granted by this Agreement are reserved by MPC. The Term of the License is 99 years, unless terminated earlier, as provided elsewhere in this Agreement.

5. OWNERSHIP. You acknowledge that the copyrights, patent rights, trade secrets, trademarks and other intellectual property in or to the MPDS, Software and Documentation are the exclusive property of MPC. You shall not claim nor make any attempt to record or register any of the trademarks, service marks or copyrights relating to the MPDS, Software and/or Documentation, nor shall you patent or file patent applications for any invention in the MPDS or the Software. Notwithstanding anything in this Agreement to the contrary, MPC retains title to the MPDS, Software and Documentation and all copies of same. License fees purchase only the limited License. All copies of Software and Documentation are loaned by MPC to you for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section of this Agreement titled "Termination.")

6. COPIES & USE. You may copy Software as necessary to use Software on Licensed EMD Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the MPDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. RESTRICTIONS. You may not transfer, disclose, rent, lease, loan, sublicense, or timeshare Software or Documentation or any copy thereof, or allow any other person to access or use the Software or Documentation or any copy thereof. Other than as expressly permitted in the section titled "Basic Service Plan, Registration, Updates and Support" listed below, you may not modify, add to or delete from the MPDS, Software or Documentation. The MPDS and the Software specifically provide, however, for your addition of local response configurations to the system's dispatch codes.

8. SOURCE CODE, REVERSE ENGINEERING & ALTERATION. This Agreement does not entitle you to any source code or other confidential information which MPC elects to withhold. You may not decompile, disassemble, reverse engineer, or alter the Software or create any derivative work or

product based on, or derived from the MPDS, Software or Documentation.

9. INJUNCTIVE RELIEF. You acknowledge that your breach of this Agreement would give rise to irreparable injury to MPC that would be inadequately compensable in damages alone.

Accordingly, MPC may, without posting any bond, or the like, seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal or equitable remedies which may be available to MPC.

10. LIMITED WARRANTY. MPC warrants that if the Software does not substantially conform to the descriptions set forth in the Documentation and published specifications, and if you report such nonconformance in writing to MPC within 30 days of delivery of the Software to you, then MPC shall, at its sole option, and at no cost to you, either: (a) remedy the nonconformity or provide a reasonable work-around solution, or (b) offer to refund the Initial License Fee. If a refund is offered, you may either accept the refund, or accept the Software "as is." If you accept the refund offer, then MPC shall, upon your return to MPC of all copies of the Software and Documentation in your possession or control, refund any Initial License Fees and Maintenance Fees previously received by MPC, and the License and your rights to use the Software shall terminate. If the Software is accepted "as is," then all of MPC's warranties shall be deemed satisfied.

11. EXPORT ACT. You hereby warrant and certify that neither Software nor Documentation will be made available or exported by you to any country in contravention of any law or regulation of the United States or any of its agencies, including the Export Administration Act of 1979 and regulations relating thereto.

12. BASIC SERVICE PLAN, REGISTRATION, UPDATES AND SUPPORT. A copy of MPC's current Basic Service Plan (the "BSP") is attached to and made a part of this Agreement by this reference. Certain terms used in this Agreement are more fully defined in the BSP. MPC's obligations to maintain the Software, MPDS, or provide Updates, Support or service are as specified, defined, and limited in the BSP. As provided in the BSP, to receive Updates and Support services you must register with MPC, and to continue to receive Update and Support services beyond the period covered by the Initial License Fee, as provided in the BSP under "Extended Service Plan", you must pay MPC an Extended Support Fee. Any Updates received by you shall be governed by this Agreement as Software and Documentation. MPC may, at its option, terminate the License if you fail to implement any Update within 90-days of MPC providing it to you. The BSP may be revised from time to time by MPC, upon 30-days' advance written notice to you.

13. INSPECTION. MPC may, at its own expense, and with reasonable advance notice, inspect your emergency medical dispatch operations and facilities to audit your compliance with this Agreement. Although not obligated to do so, MPC may inform you of improper, unauthorized or unsafe usage of the Software. If you are informed of any such usage of the Software and do not correct such usage of the Software to MPC's reasonable satisfaction within 30 days of written notice from MPC, then MPC may terminate the License.

14. RESPONSIBILITY. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT,

INCLUDING, WITHOUT LIMITATION, THE BSP, AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO MPC THAT YOU HAVE ACCEPTED AND AGREED TO BE BOUND BY THESE PROVISIONS.

15. DISCLAIMER OF WARRANTIES. MPC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MPC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, MPC DOES NOT WARRANT THAT THE MPDS, SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

16. LIMITATION ON LIABILITY. MPC'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR SOFTWARE, DOCUMENTATION, OR SUPPORT (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, FRAUD AND/OR OTHERWISE) IS LIMITED TO THE TOTAL OF ALL PAYMENTS RECEIVED BY MPC FROM YOU UNDER THIS AGREEMENT. MPC SHALL NOT IN ANY CASE BE LIABLE FOR ANY CLAIM OF INFRINGEMENT; CLAIM IN TORT (WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM MPC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY); OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF MPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MPC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF SOFTWARE OR MPDS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN CLIENT. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF MPC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, MPC WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE SOFTWARE, OR MPDS.

17. SOLE REMEDY AND ALLOCATION OF RISK. YOUR SOLE AND EXCLUSIVE REMEDY AND MPC'S SOLE AND EXCLUSIVE LIABILITY ARE SET FORTH IN THIS AGREEMENT. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK AND THE FEES PAYABLE TO MPC REFLECT SUCH ALLOCATION OF RISK.

18. TAXES. Any sales or use taxes or other taxes or government assessments or duties relating to this Agreement or to the License or to payments or services to be rendered under this Agreement shall be paid by you in addition to all other payments set forth in this Agreement. This section does not apply to federal or state taxes based upon net income which are imposed on MPC.

19. TERMINATION. Upon any termination of the License, you must, within 15-days of termination, discontinue all use of Software and Documentation, and deliver to MPC all Software and Software-related Licensed Products provided to you by MPC with the Software, together with any copies and/or derivatives. You may terminate the License at any time by taking these same actions specified in this Section.

20. BREACH. If you breach this Agreement and fail to cure the breach within 30 days after receiving written notice of breach from MPC, then MPC shall be excused from any further obligation or liability under this Agreement and MPC may terminate the License by giving you written notice. This Section shall not limit the relief, remedies and damages to which MPC may be entitled. MPC shall not be deemed in breach of this Agreement unless and until you give written notice of such breach (including a description of the breach) to MPC and MPC fails to cure such breach within 30 days of notice.

21. FORCE MAJEURE. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

22. ASSIGNMENT. This Agreement, the License and rights under this Agreement are not assignable or transferable in any way by Client without the prior written consent of MPC. MPC may assign this Agreement to any third party which acquires substantially all MPC's business assets relating to the Software.

23. ENTIRE AGREEMENT. No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the limited warranties, representations and promises specified in this Agreement. This Agreement: (a) represents the entire agreement between the Parties as to your Licensed use of the Software and Documentation; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, canceled or rescinded by a writing signed by both Parties. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on MPC and are ineffective.

24. CONSTRUCTION. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

25. LAW. This Agreement shall be governed by the laws of the United States of America and the State of Utah. Any litigation or arbitration between the Parties relating to this Agreement or Software or Documentation shall be conducted in Salt Lake City, Utah. If any part of this Agreement shall be found to be invalid and/or unenforceable, such provisions shall be construed, limited

or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

MEDICAL PRIORITY DISPATCH SYSTEM™

BASIC SERVICE PLAN



1. Application. This Basic Service Plan applies to the Medical Priority Dispatch System, or "MPDS," in general. Where certain policies and procedures apply particularly to the computerized version of the MPDS (the "Software"), or to the manual version of the MPDS (the "Cards"), specific reference will be made to the Software, or the Cards, respectively.

2. Key Terms Defined

"BSP" = Basic Service Plan: MPC's written Policies and Procedures governing Client Service and Product Support of the Licensed Software and Cards. As provided in section titled "Basic Service Plan, Registration, Updates and Support" of the Client License Agreement, the BSP in effect at the time the Initial License Fee was paid, was attached to and made part of the Client License Agreement. MPC may, at its sole option, modify and replace the BSP from time to time. Client's receipt by certified delivery of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP becomes null and void. The modified replacement BSP then become the current BSP and is part of the Client License Agreement. All parties to the Client License Agreement shall adhere to the BSP.

"Cards" = Manual version of MPC's Medical Priority Dispatch System in the form of printed reference Cards. This definition also includes, wherever the context reasonably permits, the related documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from MPC. The Pocket User's Guide specified in the section titled "Facsimile/Copies/User Guides" of this BSP is also included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards which may subsequently be provided by MPC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by MPC at the time.

"CLA" = The Client License Agreement, which is the MPDS Software Limited License Agreement or the MPDS Cards Limited License Agreement of which this BSP is part.

"Client," "Licensee," and "You," or "you," or "your" = Referring to the Licensee or entity which executes the CLA of which this BSP is part.

"EMD" = Emergency Medical Dispatch, or an Emergency Medical Dispatcher who performs EMD at an EMD station (as this latter term is defined below).

"EMD Station" = A position with telecommunications equipment where calls for Emergency Medical Services ("EMS") are taken by an EMD, and/or where EMS help is dispatched by an EMD. The EMD can be an operator, a supervisor, or a trainee. If such position is staffed by a plurality of EMDs at any given time, then such position shall be deemed to be a plurality of EMD stations equal to the maximum number of EMDs occupying said position at the regular peak. If an EMD Station is used primarily for back-up or training, but is used for actual EMD for 5% (or more) of the time the Client's EMD Center operates during any 12-month

period, then such an EMD Station is subject to this definition and must be included in the count for the number of EMD Stations to which this Agreement applies.

"MPC" = The Licensor, Medical Priority Consultants, Inc., a Utah corporation, which is the owner of the Software, Cards, MPDS, and related documentation, and which owns and/or controls the copyrights thereto.

"MPDS" = Medical Priority Dispatch System and concept, including (without limitation) EMD priority dispatch protocols, EMD post-dispatch instructions, EMD pre-arrival instructions, and EMD treatment sequence protocols as set forth in the Software, Cards, or any other form or format, together with QA/QI programs and/or processes which are part of the Software.

"NAEMD," "Academy" = The National Academy of Emergency Medical Dispatch, also known as the International Academy of Emergency Medical Dispatch.

"Release" = A Release represents a minor collection of improvements, modifications, or changes to any of the MPDS, Software, Cards, or documentation, within an Update (see Update below). Generally, Releases are non-scheduled events, provided only upon request to currently registered, licensees under initial or extended BSP with MPC.

"Software" = The computerized version of MPC's Medical Priority Dispatch System in the form of computer programs on whatever media might be used to store them. This definition also includes, whenever the context reasonably permits, the related documentation and media provided to Client with the Software. User rights to the Software are obtained by Client only under CLA from MPC. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software which may subsequently be provided by MPC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by MPC at the time.

"Service" and/or "Support" = Client Service and Technical Product Support via the telephone. Basic support included in the Initial License Fee is available to registered licensed clients for the first ninety (90) days following their License Date, up to a maximum of 2 hours per licensed EMD station. Extended Service and Support is available as specified under the section titled "Extended Service Plan" in this BSP.

"Update" = An Update represents a collection of improvements, modifications, or changes to any of the MPDS, Software, Cards, or documentation within a Version (as this latter term is defined below). Generally, Updates are scheduled events, provided free to all currently registered, licensed clients under basic or extended service agreement with MPC. See also the section titled "Updates," in this BSP.

"Version" = A Version of the Software or Cards constitutes the combination of the MPDS, Software and/or Cards, and the included documentation, as specified by MPC. See also the section titled "New Versions" in this BSP.

3. Expert System Disclosure. This expert system is designed for use by EMDs who have been trained and certified in the use of

the MPDS and who function in a prescribed MPDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained EMD will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current medical and logic accuracy. Of necessity, however, it also reflects some subjective opinions of medical experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local Medical Control entities and EMS agency administration, prior to implementation and on-line use by trained EMDs. The system also envisions that, when appropriate, trained EMDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EMDs validate responses or treatment. This system allows the trained EMD to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring EMD performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for EMD correctness and consistency. The designers also recommend continuing medical dispatch training and periodic MPDS refresher courses to keep trained EMDs certified and up-to-date with current standards of medical dispatch practice and care.

4. Responsibility. Client assumes full responsibility for the selection of the Software and/or Cards, and MPDS, as well as for the installation, implementation, use, and results obtained from the Software and/or Cards, and MPDS. You are responsible for decisions made and actions taken based on the Software and/or Cards, and MPDS. These systems are designed and intended for use by dispatch professionals trained and experienced in the uses and limitations of Computer Software in general, and of the emergency medical dispatch system upon which the Software and/or Cards is based. It is Licensee's responsibility to ascertain the suitability of the Software and/or Cards, and MPDS.

5. Registration. To receive notice of Updates and insure full entitlement to MPC's support services, Client must, within 30 days of receipt of the Software and/or Cards, complete, sign, and return to MPC, the accompanying Client Registration Form. Licensee shall have no rights under either the Limited Warranty or the BSP if such Client Registration Form is not completed, signed, and returned to MPC within the specified time limit.

6. Research Data Sharing. In the interests of advancing the state-of-the-art in EMD through effective use of and improvements to the Software and MPDS, Client shall, in timely response to MPC's reasonable, written requests, provide MPC with EMD Case Data (on disk or tape). MPC shall use such shared data for internal research purposes only, and will not make any external, public use or Release of such research data without the prior, written consent of Client.

7. Modification of Software, Cards, or MPDS. Other than as specifically provided in this BSP, you may not modify, change, or alter the MPDS Protocols or anything on the Software, Cards,

or MPDS without the prior, express, written consent of MPC. This BSP outlines the scientific process of protocol modification which is performed by the College of Fellows of the NAEMD (see sections titled "Changing the MPDS" and "Accepted Process for MPDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates," qualifies as a modification, change, or alteration with MPC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or MPDS by the Client is a material Breach of the CLA, giving cause for MPC to terminate this Agreement or withhold further Service and Support.

8. Derivative Products. In the event any MPDS client creates, knowingly or unknowingly, any derivative product of the MPDS, such derivative product shall be owned by MPC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to MPC within 10 days of MPC's written request to do so.

9. Protection of Software, Cards, and MPDS. Relative to the Software, Cards, and MPDS, the following acts by Client are all expressly prohibited: unauthorized duplication, translation or modification (including any deletion from or addition of text or code to any of them); allowing third party access to or use thereof; creation of derivative works based thereon; reverse engineering, decompiling, disassembling, or any other attempt to discover the source code or trade secrets of the Software; or use of the Software or MPDS in any manner not expressly licensed by this Agreement.

10. Support and Services. MPC is only responsible for maintaining and helping you to use the Software, Cards, or MPDS in accordance with this BSP. To receive these services, you must be a Registered Licensee with service prepaid under either the Initial License Fee (see defined terms "Service" and "Support" in this BSP) or under the Extended Service Plan (see section titled "Extended Service Plan" in this BSP). Any support or services provided by MPC shall also be subject to and governed by the sections of the CLA titled "Disclaimer of Warranties," "Limitation on Liability," and "Sole Remedy and Allocation of Risk," and "Law," in the same manner that they are applicable to the Software, Cards, and MPDS.

11. Modification of Agreement. No vendor, distributor, dealer, retailer, sales person or other person is authorized by MPC to modify the Client License Agreement or to make any warranty, representation or promise which is different than, or in addition to, the warranties, representations or promises of this Agreement.

12. Purchase Orders, Etc. MPC shall not be bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence or otherwise from Client, unless MPC specifically agrees in writing to any such provision.

13. Recommendations and Input. As an important part of its on-going research and development to optimize the effectiveness of the MPDS, MPC, Inc. regularly evaluates the experience, findings and recommendations of:

1. MPDS clients in the field;
2. College of Fellows of the National/International Academy of EMD;
3. Quality Assurance programs;
4. Internal research and studies;



As a result of these and other research and development activities, MPC may, from time to time, prepare and release Updates and New Versions of the Software, and/or Cards, and/or MPDS (see sections titled "Updates" and "New Versions" below).

14. Updates. When MPC determines that particular revisions or enhancements may be useful to its licensees as an Update to the current version of the MPDS, MPC may issue an Update to licensed clients who have maintained their registration current for the Basic Service Plan, or Extended Service Plan, per the CLA. Such Updates may be accompanied by instructions for updating the MPDS (e.g. substitution of new Software and/or Cards for old). Client shall, within 30 days of receipt of any update, implement such Update. Client's failure to implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for MPC to terminate this Agreement or withhold further Service and Support. See also defined term titled "Updates," above in this BSP.

15. New Versions. When MPC determines that substantial revisions to the Software and/or Cards and/or MPDS (or other factors) justify it, MPC will publish a new Version of the Software and/or Cards, and will cease issuing Updates for preceding versions and editions. Said new Version then becomes the current edition of said product. It constitutes a new product which can only be obtained through the purchase of a new client license from MPC. When a new Version is first made available by MPC, registered licensed clients of the preceding version will be offered, for a fee, a client license to use the new Version. The new Version will be governed by MPC's then-current client license agreement and basic service plan. New client licenses, as well as Updates, will only be issued for the then-current Version. MPC is not obliged to maintain or support prior or outdated Versions and/or editions. See also defined term "Version," above in this BSP.

16. Facsimile/Copies/User Guides. MPC will initially deliver to each Card licensee a single copy of the MPDS (called the Pocket Users Guide™) for off-line use in orientation, training, and review, but not for actual on-line dispatching. These Facsimile Sets are clearly marked: "EXAMPLE ONLY: NOT FOR ON-LINE USE BY MEDICAL DISPATCHERS." The copyrighted facsimile Card set may not be copied or reproduced by any method, but additional copies may be obtained by licensed clients at MPC's then-current catalog price. Licensee's use of these Information Facsimilies is limited to these specified "off-line" purposes.

17. Customization of responses. Authorized customization of the MPDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of Cards 1 through 32. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local EMS authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify MPC or to coordinate these particulars with MPC (unless required to do so by separate consulting agreement), and MPC

bears no responsibility or liability for actual local responses selected or used.

18. Changing the MPDS. All written text and printed materials in the MPDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the MPDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE MPDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for MPDS Modification." This is based on the following:

A. Implementation and Familiarity with the MPDS. The MPDS is currently in its 10th revised edition and has been in continuous field use since 1978. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the MPDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

B. Total Quality Management. A Quality Improvement and Management Program is prerequisite to the successful application of the MPDS. Key elements should include:

1. As with other aspects of a sound EMS program, a qualified EMS Physician must be engaged as Medical Director. Depending upon the requirements and resources of the EMS system, this may be a part-time or a full-time position. In either case, the Medical Director must be empowered with control over medical policies, procedures and decisions in the system. The Medical Director must be regularly involved at all levels, particularly at the "front line" level where the EMDs handle the calls for EMS help. This helps even an experienced EMS Physician to become functionally "dispatch literate." The Medical Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any Medical Director who has not already participated in a NAEMD Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual NAEMD Dispatch Center accreditation.
2. **MEDICAL PRIORITY DISPATCH SYSTEM STEERING and/or MEDICAL REVIEW:** One or more committees should be established to set policy and review performance of EMD operations with the MPDS. The Medical Director should participate in all material decisions by these committees and should be included as a signatory on any policy and/or procedural determinations made by such committees. An MPDS Steering and/or Medical Dispatch Review Committee should be established and meet at least quarterly to review, evaluate, and/or approve the application of policies and/or procedures affecting MPDS operations.
3. **CERTIFICATION:** It is strongly recommended that all EMDs utilizing the MPDS be certified by the NAEMD and that all system administrators, managers, and supervisors be certified in the NAEMD 1-day National Executive Certification Course. The MPDS is not intended to be used or supervised by untrained or uncertified individuals.
4. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EMDs utilizing the MPDS should participate in a structured CDE program that provides necessary relearning, familiarization, and

updating with the evolving science of the MPDS. At a minimum it is suggested that 12 hours per year be devoted to CDE.

5. DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE: It is essential that EMDs closely comply with the MPDS interrogation, prioritization coding, and DLS scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that a 10% random sample of all medical dispatch calls be reviewed in this manner and that the EMD's compliance percentages to each area be serially maintained. Very large agencies may benefit by a >5% random sample. EMDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Noncompliance to the MPDS has been demonstrated to significantly decrease its effectiveness and safety.

6. Accreditation: It is strongly recommended that all dispatch agencies utilizing the MPDS achieve the operating performance standards required for Accreditation by the NAEMD.

19. Accepted Process for MPDS Modification. In 1988, the NAEMD was formed as a scientific professional organization for Emergency Medical Dispatching. Within the Academy's structure exists the College of Fellows — a select group of medical dispatch, public safety and emergency medical experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Medical Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE MPDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF MPDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any preprinted text or color coded portion of Cards or Software unless authorized to do so by MPC, as agent of the NAEMD College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the MPDS can be unified and new improvements shared by all licensed clients.

20. International Medical Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted medical dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full

discretion in establishing the local responses "attached" in parallel to these codes.

21. Standard of Care and Practice. For more than fifteen years, MPC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch care and training. MPC's MPDS, as well as its EMD training and certification programs, both meet or exceed every applicable standard known to MPC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, MPC is dedicated and determined to continue setting the standard in EMD. In the opinion of some medical-legal experts, when the current Version of the MPDS is properly used by NAEMD-Certified EMD professionals, the current standard for medical dispatch care has been met, and the most reasonable actions for the patient and the EMS system have been taken by the EMD center.

22. Dedicated Legal and Consultative Support. Medical Priority Consultants, Inc. is available for EMD system evaluations, EMD case reviews, and expert opinion and witness services to currently registered licensed clients of the MPDS who have kept their Software and/or Cards up-to-date (per sections titled "Support and Service," "Updates," and "New versions" of this BSP), and to their professional staff and EMD instructors who have been trained, then certified through the NAEMD. MPC's professional staff will vigorously defend proper use of the MPDS by professionally trained EMDs against charges of dispatch negligence which may arise. All such services are available at MPC's then-current fee schedule for such licensed client services.

23. Trademarks, Servicemarks or Copyrights. The following terms (which may have been used in this document) are trademarks or servicemarks of MPC, Inc.:

- Advanced Medical Priority Dispatch System, or AMPDS
- Dispatch Life Support, or DLS
- Emergency Medical Dispatch Software
- Emergency Medical Dispatch System
- First at helping people first
- Medical Priority
- Medical Priority Dispatch Cards
- Medical Priority Dispatch Software
- Medical Priority Dispatch System, or MPDS
- Priority Dispatch
- Zero-Minute Response Time

24. Extended Service Plan. For licensed Software users, this BSP may be extended for additional 12-month periods beyond the 90-days covered by the Initial License Fee by Client's payment to MPC of 15% of the amount of the Initial License Fee before the expiration of each previously paid period of BSP coverage. For licensed Card users, extended service is included in the Initial License Fee and this BSP is applicable to Cards for so long as the Cards licensed herein are MPC's Current Version, and no New Version has been issued (see Section of this BSP titled "New Version").

Medical Priority Dispatch System™

CLIENT REGISTRATION FORM



Please complete, sign and return this Form to Medical Priority Consultants, Inc. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed MPDS product.

Agency Name: _____

Contact Person: _____

Name of Communication Center where licensed product is used: _____

Address where licensed product is used: _____

City: _____ State/Province: _____

Zip: _____ Country: _____

Signed by: _____ Date: _____

Please provide the following data about your geographic area and Dispatch Center:

1. Geographic area (city, county, etc.): _____
2. Base population within geographic area: _____
3. Number of EMS calltaking stations in center: _____
4. Number of EMS calltakers who will use the software at the communications center: _____

<i>For Office Use Only</i>	
License Number:	_____
License Date:	_____
Initial License Fee:	_____
Version Number:	_____
PDS Edition:	_____
Number of Licensed EMD Stations: _____	
(Active _____ Supervisory/Standby _____)	



City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.